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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DOMINIQUE HUETT,

Plaintiff,

vs.

THE WEINSTEIN COMPANY LLC,
BOB WEINSTEIN and HARVEY
WEINSTEIN,

Defendants.

CASE NO: BC680869

**First AMENDED CIVIL COMPLAINT
ALLEGING DAMAGES FOR
NEGLIGENCE, VIOLATIONS OF 18
U.S.C. §1591, AND AIDING AND
ABETTING** 17-92 al

DEMAND FOR JURY TRIAL

By Fax

PARTIES AND JURISDICTION

1. Plaintiff Dominique Huett is a citizen and resident of New York.
2. Defendant The Weinstein Company LLC (hereinafter referred to as "TWC") is a Delaware limited liability company whose principle place of business is in New York, New York.
3. Defendant Harvey Weinstein is a citizen and resident of New York, New York.

FILED
Superior Court of California
County of Los Angeles

JAN 31 2018

Sherrill B. Carter, Executive Officer/Clerk
By Raul Sanchez Deputy

0107/10/18

1 4. Defendant Bob Weinstein is a citizen and resident of New York, New York. He is
2 the co-founder and Chairman of TWC. Upon information and belief, Bob Weinstein owns 42%
3 of the equity in TWC.
4

5 5. All of the Defendants have purposely availed themselves of the benefits of doing
6 business and engaging in transactions in this forum. The causes of action set forth herein have a
7 substantial connection to the Defendants' activities in this forum.
8

9 6. Venue properly lies in this county in that the Defendants regularly conduct
10 business in this county, and the torts described herein were committed in this county. This Court
11 has jurisdiction in that this is a claim for damages of not less than \$5 million, well in excess of
12 the jurisdictional minimum of \$25,000.

13 7. The controversy in this case arises out of the Defendants' contacts with this
14 forum.
15

16 FACTUAL ALLEGATIONS

17 8. Harvey Weinstein is a renowned film producer who travels abroad and to
18 different states in the United States where he acts as agent for Defendant TWC. In this capacity,
19 he recruits, solicits and entices female actors with promises of access to and participation in
20 financially beneficial entertainment projects. This was a common practice of Harvey Weinstein,
21 well known to Bob Weinstein and TWC.
22

23 9. TWC and Bob Weinstein were aware that Harvey Weinstein engaged in such
24 conduct in the course of his work as a film producer and entertainment mogul for TWC. Bob
25 Weinstein and TWC benefitted financially from Harvey Weinstein's business-related activities
26 which supported Harvey Weinstein's course of conduct.
27
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1 10. Harvey Weinstein, TWC and Bob Weinstein knew, or recklessly disregarded the
2 fact that, Harvey Weinstein used means of force, fraud or coercion to cause young female actors
3 to whom he had promised access to and participation in entertainment projects to engage in sex
4 acts.
5

6 11. In or about November 2010, Plaintiff Dominique Huett and Harvey Weinstein
7 arranged to meet each other at The Peninsula Beverly Hills hotel in Beverly Hills, California.
8 Plaintiff was an aspiring actress at the time and the purpose of the meeting was to discuss
9 Harvey Weinstein's offer to assist Plaintiff in procuring future television and/or film roles or
10 projects. Harvey Weinstein had provided Plaintiff with introduction and access to TWC
11 executives and agents, who would purportedly provide her with acting or modeling roles or
12 participation in entertainment projects. Harvey Weinstein, as agent for TWC, was thereby the
13 "gatekeeper" for potentially lucrative and career-making opportunities for Plaintiff.
14

15 12. Plaintiff and Weinstein initially met at the bar of The Peninsula hotel, where they
16 discussed Weinstein's interest in assisting Plaintiff with her acting career. During their
17 conversation, Plaintiff noticed Weinstein staring at her breasts. Weinstein asked Plaintiff if she
18 had ever had a "boob job" and asked her to show him her breasts. Plaintiff refused and was
19 made uncomfortable by the question and the request. However, Weinstein informed Plaintiff
20 that the purpose of the questioning was that it would be beneficial for securing future roles if
21 she did not have breast augmentation.
22

23 13. At some point during their conversation, Weinstein, who was at the time living at
24 the hotel, invited Plaintiff to his room under the guise of continuing their business meeting.
25 Plaintiff agreed to move the meeting to his hotel room, believing they were to continue their
26 discussion regarding her career.
27
28

1 14. While in Weinstein's room, the two continued their conversation regarding
2 Plaintiff's career. At some point, Weinstein excused himself to use the restroom. After several
3 minutes, Weinstein returned from the restroom wearing only a bathrobe.
4

5 15. Upon returning, Weinstein asked Plaintiff to perform a massage on him. Plaintiff
6 said, "No," and that she did not feel comfortable by his request. However, Weinstein persisted
7 and would not take "no" for an answer. Weinstein laid on the bed and demanded that Plaintiff
8 perform a massage on him. Plaintiff ultimately complied with his demands and performed the
9 massage.
10

11 16. Subsequently, Weinstein requested to perform oral sex on Plaintiff. Plaintiff was
12 shocked and alarmed by the request and initially refused. Again, Weinstein displayed
13 persistence and would not take "no" for an answer. Weinstein initiated and Plaintiff froze as
14 Weinstein removed her clothing and performed oral sex on her. Weinstein performed oral sex
15 on Plaintiff for several minutes. After performing oral sex on Plaintiff, Weinstein masturbated
16 in front of Plaintiff until he reached orgasm.
17

18 17. At some point during their communications, Weinstein gave Plaintiff the contact
19 information for an executive producer with *Project Runway*, a television program produced by
20 Defendant, and offered to secure a role for Plaintiff on the program.
21

22 18. Prior to the incident involving Plaintiff, Defendant TWC's executives, officers
23 and employees, including Defendant Bob Weinstein, had actual knowledge of Harvey
24 Weinstein's repeated acts of sexual misconduct with women. In particular, they were aware of
25 Harvey Weinstein's pattern of using his power to coerce and force young actresses to engage in
26 sexual acts with him. This knowledge was possessed by Defendant's Board of Directors
27 including, upon information and belief, Bob Weinstein.
28

1 19. Upon information and belief, Defendant TWC was aware of allegations of sexual
2 misconduct against Harvey Weinstein going back to the 1990s. Upon information and belief,
3 prior to the incident involving Plaintiff, Defendant TWC was aware of multiple claims of sexual
4 misconduct which were settled with the victims prior to the filing of suit. This knowledge was
5 possessed by Defendant's Board of Directors including, upon information and belief, Bob
6 Weinstein.
7

8 20. Prior to the incident involving Plaintiff, Defendant TWC often aided and abetted
9 Weinstein in the commission of his sexual misconduct. For example, female Weinstein
10 Company employees were often used as "honeypots" to lure his victims into a false sense of
11 security. The "honeypots" would initially join a meeting along with a woman Weinstein was
12 interested in, but then Weinstein would dismiss them, leaving him alone with the woman.
13

14 21. Plaintiff did not discover, and a reasonable and diligent investigation would not
15 have disclosed, that prior to her incident Defendant TWC was aware of numerous allegations of
16 sexual misconduct involving Weinstein. Upon information and belief, the allegations of sexual
17 misconduct involving Weinstein that Defendant was aware of were subject to nondisclosure
18 agreements and/or confidential settlements, and were otherwise only known inside TWC. Upon
19 information and belief, the nondisclosure agreements and/or confidential settlements legally
20 prohibited Defendant TWC, Weinstein, and the victims of the sexual misconduct from
21 discussing the allegations and Defendant's knowledge thereof. As such, even if Plaintiff had
22 conducted a timely and reasonable investigation, she could not have discovered Defendant
23 TWC's prior knowledge of Weinstein's sexual misconduct. Plaintiff was unable to discover
24 Defendant's knowledge of Weinstein's propensity to engage in sexual misconduct until the
25 story of Weinstein's pattern of sexual misconduct with young actresses broke in October, 2017.
26
27
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1 22. As a direct and proximate result of the foregoing, Plaintiff has suffered injuries
2 and emotional distress, pain and suffering, mental anguish, inconvenience, loss of capacity for
3 the enjoyment of life, inability to lead a normal life, shame and humiliation. Alternatively or in
4 addition, Plaintiff sustained an aggravation of an existing condition or activation of a latent
5 condition and resulting damages. The injuries and damages are permanent and continuing in
6 nature.
7

8
9 **COUNT I**
 (Negligence Against Defendant TWC)

10 23. Plaintiff repeats and realleges the allegations in paragraphs 1 through 22 above.

11 24. TWC was in the special relationship with Harvey Weinstein of employer-
12 employee. In the course of this special relationship, TWC had a duty to control Harvey
13 Weinstein's conduct to prevent foreseeable harms.
14

15 25. TWC was also in a special relationship with Plaintiff, who was in a particular
16 class or group of persons, aspiring actresses/models, whom TWC knew or should have known
17 would be recruited, enticed or solicited by Harvey Weinstein in circumstances reflecting a
18 substantial imbalance of power. TWC thus had a duty to Plaintiff which provided her with a
19 right to protection from TWC.
20

21 26. Alternatively, TWC owed a duty to Plaintiff by virtue of its contacts and
22 communications with Plaintiff, affirming Harvey Weinstein's role as gatekeeper for Plaintiff's
23 career opportunities. These contacts and communications thus created the peril, and contributed
24 to or increased the risk that Harvey Weinstein would use force, fraud or coercion to engage in
25 sex acts with Plaintiff. TWC placed Plaintiff in a situation which exposed Plaintiff to an
26 unreasonable risk of harm through the reasonably foreseeable acts and conduct of Harvey
27 Weinstein.
28

1 27. At all relevant times, Defendant TWC owed a duty to use reasonable care in the
2 retention and supervision of its employee or agent, Harvey Weinstein.

3 28. TWC had a duty to control Harvey Weinstein in his interactions with aspiring
4 actress/models during meetings taking place within the course and scope of his employment in
5 order to prevent foreseeable harm.

6
7 29. Prior to the sexual misconduct with Plaintiff, Defendant knew or had reason to
8 know that Harvey Weinstein was likely to engage in sexual misconduct with women he came
9 into contact with during the course and scope of his employment. In particular, upon
10 information and belief, Defendant knew or should have known that Harvey Weinstein would
11 lure young aspiring actresses into compromising situations under the guise of business
12 meetings. Prior to the incident involving Plaintiff, Defendant TWC's Board of Directors
13 possessed knowledge of Harvey Weinstein's propensity to engage in sexual misconduct.
14 Knowledge of Harvey Weinstein's propensity to engage in sexual misconduct was additionally
15 possessed by Defendant TWC's executives, officers and employees. At all relevant times
16 Defendant TWC's Board of Directors supervised Harvey Weinstein and TWC was in a
17 principal-agent relationship with Harvey Weinstein.
18
19

20 30. By possessing knowledge of Harvey Weinstein's prior sexual misconduct,
21 Defendant TWC knew or should have known that Harvey Weinstein was unfit and that this
22 unfitness created a particular risk to others.
23

24 31. Defendant TWC failed to exercise reasonable care in retaining Harvey
25 Weinstein, or failing to engage in responsive and corrective measures to prevent foreseeable
26 harms, and instead continued to condone, enable and facilitate Harvey Weinstein him in
27
28

1 meetings with prospective female actors one-on-one with the knowledge that there was a
2 substantial likelihood for sexual misconduct.

3 32. Harvey Weinstein's meeting with Plaintiff at the Peninsula hotel occurred within
4 the course and scope of his employment. The contact between Plaintiff and Weinstein was
5 generated by the agency relationship between Defendant TWC and Harvey Weinstein.
6

7 33. Defendant TWC failed to exercise reasonable care to protect Jane Doe as an
8 aspiring actress/model whom TWC knew of should have known would be targeted by Harvey
9 Weinstein for his sexual gratification.
10

11 34. Defendant TWC's negligence in supervising and/or retaining, and otherwise
12 failing to take steps to control, Harvey Weinstein was a substantial factor in causing Plaintiff's
13 harm.
14

15 35. Defendant TWC's negligence in failing to protect Plaintiff as an aspiring
16 actress/model exposed to Harvey Weinstein's advances was a substantial factor causing
17 Plaintiff's harm.

18 36. It was foreseeable that Harvey Weinstein would engage in sexual misconduct if
19 Defendant TWC continued to enable, condone and facilitate Harvey Weinstein in his private
20 one-on-one business meetings with female actors. At all relevant times, Defendant TWC knew
21 Harvey Weinstein was using his power and position with TWC to coerce women into engaging
22 in sexual contact, and knew that this sexual misconduct would cause harm.
23

24 37. Defendant TWC failed to institute corrective measures to protect female
25 actors/models who came into contact with Harvey Weinstein for business purposes, including
26 Plaintiff, from sexual misconduct, despite the Board of Directors possessing actual notice of
27 Harvey Weinstein's sexually inappropriate behavior. Such acts and omissions demonstrate a
28

1 conscious disregard for the safety of others. The TWC Board of Directors was aware of the
2 probable dangerous consequences of failing to remove, or adequately supervise or control,
3 Harvey Weinstein. In failing to do so, Defendant TWC acted with actual malice and with
4 conscious disregard to Plaintiff's safety.
5

6 38. As a direct and proximate result of Defendant TWC's negligence, Plaintiff was a
7 victim of Harvey Weinstein's sexual misconduct. The sexual misconduct has caused Plaintiff to
8 suffer continuing, severe and permanent psychological and emotional issues, and the loss of
9 enjoyment of life.
10

11 **COUNT II**
12 **(Violation of 18 U.S.C. §1591 Against Harvey Weinstein)**

13 39. Plaintiff repeats and realleges the allegations in paragraphs 1 through 22 above.
14

15 40. Harvey Weinstein, as he had done on many occasions, engaged in interstate travel
16 for TWC business, and engaged in electronic communications in interstate commerce to arrange
17 a meeting with Plaintiff, where he promised her participation and a role in an entertainment
18 project.
19

20 41. Harvey Weinstein met with Plaintiff in Los Angeles, brought her up to his hotel
21 room, and assured her that he would provide her participation and a role in an entertainment
22 project.
23

24 42. Harvey Weinstein knew that he would use fraud, physical force or coercion (as he
25 had done many times before to many other young aspiring actresses) on Plaintiff for a sexual
26 encounter. He offered her a television role, and demanded sexual contact despite the fact that
27 Plaintiff said "no".
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1 Weinstein traveled in interstate commerce, and used the means of interstate commerce, to recruit
2 or entice female actors into forced or coerced sexual encounters on the promise of attractive roles
3 in entertainment projects.
4

5 49. TWC knew, or was in reckless disregard of the facts, that it was the practice of
6 Harvey Weinstein to travel in interstate commerce or use the means of interstate commerce to
7 entice or recruit female actors into defrauded, forced or coerced sexual acts based on the
8 promise of participation in upcoming entertainment projects or the use of his influence in their
9 favor.
10

11 50. TWC had been privy to multiple claims in which such acts were alleged against
12 Harvey Weinstein, prior to November, 2010.

13 51. Despite such knowledge, TWC continued to finance and facilitate these activities
14 of Harvey Weinstein he engaged in during the course of his agency for TWC. Further, TWC
15 executives and employees knowingly aided the commercial sex acts by engaging in contacts and
16 communications with the female actors recruited by Harvey Weinstein purportedly in support of
17 their careers.
18

19 52. Upon information and belief, the code word among TWC employees "FOH",
20 meant "Friend of Harvey", and referred to a young woman who had participated in sex in
21 exchange for a role or position in an upcoming project. TWC employees knew to "take care" of
22 the FOH's.
23

24 53. TWC, and its executives and employees, benefitted from the venture. Upon
25 information and belief, in exchange for facilitating and covering up Harvey Weinstein's
26 commercial sex acts, the TWC executives and employees progressed in their careers at TWC and
27 received financial benefits.
28

1 76. Punitive and exemplary damages in an amount appropriate to punish or set an
2 example of Defendant.

3 77. Costs of suit.

4 78. Such other and further relief as this Court deems just and proper.
5

6
7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands a jury trial in this action.
9

10
11 Dated: January 30, 2018

HERMAN LAW

12
13 By: 

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(pending *pro hac vice* admission)

Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF FLORIDA, COUNTY OF PALM BEACH

I am employed in the County of Palm Beach, State of Florida, I am over the age of 18 and not a party to the within action, my business address is 5200 Town Center Cir. #540, Boca Raton, FL 33486.

On January 30, 2018, I served the foregoing document described as Amended Civil Complaint Alleging Damages for Negligence, Violations of 18 U.S.C. §1591 and Aiding and Abetting on the following parties of this action:

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Counsel for The Weinstein Company, LLC

☒ **BY MAIL:** I caused true and correct copies of the above documents to be placed and sealed in an envelope addressed to the addressee(s) with postage thereon fully prepaid, and I further caused said envelope(s) to be placed in the United States mail, in the City and County of Boca Raton, Palm Beach County.

☐ **BY PERSONAL SERVICE:** I caused true and correct copies of the above documents to be placed and sealed in an envelope (or envelopes) addressed to the addressee(s) and I caused such envelope(s) to be delivered by hand on the office(s) of the addressee(s).

☒ **BY FACSIMILE:** I caused a copy (or copies) of such document(s) to be sent via facsimile transmission from (305) 931-0877 to the office(s) of the address(s).

☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** With agreement of defense counsel that service by email instead of personal delivery constitutes proper service today, I caused a copy (or copies) of such document(s) to be sent via email to the addressee(s).

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and that this declaration was executed on January 30, 2018, at Boca Raton, Florida.


Daniel C. Ellis, Esq.